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A G R E E M E N T

Between

CITY OF BAYONNE

And

CROSSING GUARDS

1975 - 1976

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A Professional Corporation
Independence Plaza
500 Morris Avenue
Springfield, N. J. 07081
(201) 467-1776

LAW OFFICES

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A PROFESSIONAL CORPORATION
INDEPENDENCE PLAZA
500 MORRIS AVENUE
SPRINGFIELD, N.J. 07081

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P R E A M B L E

This Agreement, made and entered into this 8th day of December, and effective until midnight, December 31, 1976, is between the City of Bayonne, New Jersey, hereinafter referred to as the "City", and Local 2261, Council #52, American Federation of State, County and Municipal Employees, AFL-CIO (Bayonne Chapter), hereinafter referred to as the "Union".

ARTICLE I

RECOGNITION AND AREAS OF NEGOTIATIONS

Section 1. Recognition. The City hereby recognizes the Union as the exclusive representative and bargaining agent for the bargaining unit, consisting of part-time school crossing guards within the Department of Public Safety of the City of Bayonne.

Section 2. Unit. This unit shall consist of all part-time school crossing guards, employees as described in Petition for Certification of public employee representative, Docket No. 474, excluding all other City part-time employees, seasonal employees, policemen, firemen, all craft, professional, office, clerical employees, and all managerial executives and supervisors within the meaning of the Public Employees Relations Act.

Section 3. Areas of Negotiations. This Agreement, subject to statutory provisions, shall govern all wages, hours, fringe benefits and other conditions of employment hereafter set forth. It will also govern the procedures for adjustments of disputes and grievances, and all other related matters.

ARTICLE II

CHECK-OFF

Section 1. The City agrees to deduct the monthly dues for Union membership from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the City of Bayonne by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement listing the names of the employees to the Treasurer by the 15th of the current month, after such deductions are made.

Section 2. Any written designation to terminate authorization for check-off must be received in writing by certified mail by the City and the Union by July 1st and January 1st, and filing of notice of withdrawal shall be effective to halt deductions as of July 1st or January 1st next succeeding the date on which notice of withdrawal is filed.

Section 3. The Union agrees that it will indemnify and save harmless the City against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the City at the request of the Union under this Article.

ARTICLE III

HOURS OF WORK AND OVERTIME

Section 1. Other than those employees of the part-time school crossing guards assigned to administrative or specialized duties as designated by the Director of the Department of Public Safety, each member of the part-time school crossing guards shall, except in the case of emergency as shall be determined by the Director of Public Safety, work a total of 4 hours daily from Monday to and including Friday during the school calendar year, both public and parochial, at the locations selected by the Director of the Department of Public Safety, during the morning, midday, and afternoon tours of duty, in accordance with a schedule of post assignments prepared by the aforementioned Director. Those part-time school crossing guards who are assigned to work on Sundays during the entire calendar year, at locations selected by the Director of the Department of Public Safety, shall work 5 hours on such Sunday, in accordance with a schedule of post assignments prepared by the aforementioned Director. None of the above employees shall consider their post assignments as steady posts. Effective January 1, 1976 the above employees working in accordance with the above scheduled weekday and Sunday shall be paid \$3.75 per hour for every hour worked thereunder by them. Effective January 1, 1976 if an employee has worked her/his daily post assignments as set forth above, or if such employee was not scheduled to

work that day, but is required to work on Sunday, at a church or at a school, public or parochial, conducting graduation ceremonies, or wherever necessary, such employee shall be paid for the time worked over and above his normal daily hours at the hourly rate of \$3.75.

Section 2. Overtime. Whenever an employee works in excess of his regularly scheduled work week or work schedule as provided for in Section 1 above, he shall receive compensation at straight time for the time actually worked by pro-rating the employee's daily rate of pay. Overtime pay occurs only when the employee is held over the normal work shift.

Section 3. Duties. The duties of the school crossing guards are:

(a) To direct traffic and report traffic violations at school crossings and church crossings during such days and hours as shall be fixed by the Director of the Department of Public Safety.

(b) The Director of the Department of Public Safety shall have the authority to assign one or more school crossing guards to the duty of patrolling such streets of the City of Bayonne where parking meters are located, for the purpose of detecting violations of the traffic ordinance relative to parking and to issue summonses for such violations.

(c) Emergency as used herein shall include any unusual conditions caused by any circumstances or situation including shortages in the personnel or force caused by

vacancies, sickness or injury, or by the taking of accrued vacation or sick leave or both, whereby the safety of school children or the public is endangered or imperiled, as shall be determined within the sole discretion of the Director of the Department of Public Safety. The schedule of actual duty as set forth herein shall be the sole responsibility of the Director of the Department of Public Safety; however, nothing in this Agreement shall be construed to mean that in times of emergency as defined herein, the Director shall be prohibited from summoning to and keeping on duty as many employees as shall be necessary within the sole discretion of such Director to cope with such emergency.

(d) All school crossing guards must wear their full uniform of the day as prescribed by the superior officer in charge.

(e) Those crossing guards reporting for duty must phone the office of their superior officer between the hours of 7:00 A.M. and 7:45 A.M. that they are going on their posts. Those crossing guards who are unable to report for duty must report by phone before 7:00 A.M., so that a replacement can be assigned to cover their post assignments for that day.

(f) All school crossing guards must direct traffic from the center of the street during the prescribed hours.

ARTICLE IV

WAGES

Section 1. Effective January 1, 1976 salaries for part-time school crossing guards shall be \$15.00 per day as set forth in Section 1, of Article III, for every day worked.

Section 2. Clothing Allowance. Each part-time woman school crossing guard shall receive, when first hired, a skirt, a winter overcoat, a jacket and a hat. Thereafter, this initial issue of clothing would be replaced as needed at the discretion of the Director. She will receive a \$50.00 cash supplemental payment annually starting June 1, 1974; however, newly appointed part-time school crossing guards shall only receive the initial issue of clothing and no payment of the aforesaid cash supplemental during the first year of employment; if their first year of employment terminates after June 1st, such employees will not be eligible to receive the \$50.00 cash supplemental until the following June 1st.

Section 3. Men crossing guards will receive trousers, a jacket, a winter pea coat, a shirt and tie and a hat. Thereafter, this initial issue of clothing would be replaced as needed at the discretion of the Director. After their first year in service, they shall be entitled to a \$50.00 cash supplemental payment annually starting June 1, 1974; if their first year of employment terminates after June 1st, such employees will not be eligible to receive the \$50.00 cash supplemental until the following June 1st.

ARTICLE V

HOSPITALIZATION

Effective January 1, 1976, the City agrees to pay 100% of the cost of hospitalization for employees only in the city-wide group Blue Cross and Blue Shield coverage, including Rider "J", for all such employees who apply for, qualify and are accepted into said plan; the part-time school crossing guard shall pay the remaining balance for the cost of such coverage for their dependents.

ARTICLE VI

MANAGEMENT RIGHTS

Section 1. It is understood and agreed that the City possesses the sole and exclusive right to conduct the City's business, to manage and direct the affairs of the part-time school crossing guards, to fulfill its lawful obligations and that all management rights repose in it except as modified or limited by the terms of this Agreement.

Section 2. It is further agreed and understood that all rights of management are retained by the City unless otherwise specifically restricted by this Agreement and/or the provisions of PL 1968, Chapter 303. This right shall include, but shall not be limited to, the right to:

- (a) Direct the employees.
- (b) Hire, promote, transfer and assign.
- (c) Suspend, demote, discharge, or take other disciplinary action for good and just cause.

It is specifically understood that this Article is subject to the provisions of this Agreement and PL 1968, Chapter 303.

ARTICLE VII

DISCIPLINE

Section 1. Disciplinary action which may result or be intended to produce suspension, loss of pay, demotion or removal may be instituted by the City for just and sufficient cause.

Disciplinary action shall include the following:

Oral or written reprimand

Suspension

Demotion

Removal

All disciplinary actions instituted by the City shall, in all cases except oral or written reprimand, adhere to the laws, rules and regulations promulgated by the New Jersey Department of Civil Service.

Section 2. It is agreed by the City and the Union that in all disciplinary procedures the City is the aggrieved party, and as a consequence, the disciplined employee may not seek relief through the grievance machinery contained in this Agreement. However, all employees in the negotiating unit shall be presented with a specification of charges; afforded the opportunity for a hearing conducted by the respective department head or his agent; granted the right of discovery; the opportunity to present witnesses and such evidence as he considers

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appropriate; the choice of representation; and the right to appeal an adverse decision to the Civil Service Department or submit his case to binding arbitration. In the event the Union demands binding arbitration, then the costs of such intervention shall be shared equally by the City and the Union. In the event an employee in the negotiating unit elects to be represented by a non-Union member or representative, the Union shall be invited to attend all proceedings.

Section 3. The City and its agents reserve the right to summarily suspend from duty an employee who is patently guilty of a flagrant violation of working regulations, city ordinances or state laws.

Section 4. Discharge. The City shall not discharge or suspend any employee without just cause. Except where violence and/or the health and safety of other employees or the public may be involved, the City shall give the Union five (5) working days' notice of the intention to discharge an employee. During such five (5) days, the two sides shall meet to try and resolve the case.

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 1. Definition. A grievance is defined as an alleged violation of this Agreement or an improper administrative decision.

Section 2. Purpose.

(a) The purpose of the grievance procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may from time to time arise affecting the terms and conditions of employment of part-time school crossing guards. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

(b) Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his immediate superior officer, and having the grievance adjusted without intervention of the Union provided the adjustment is not inconsistent with this Agreement. The Union will be given the opportunity to be present at such adjustments provided the grievant requests same.

Section 3. Procedure. An aggrieved employee shall institute action under the provisions hereof within ten (10) working days of the occurrence complained of. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.

Section 4. The following procedure is mutually agreed upon for the settlement of grievances:

Step 1. An employee with a grievance shall first discuss it with the superior officer in command of the part-time school crossing guards at the time the grievance occurred with the objective of resolving the matter informally.

Step 2. If the aggrieved person is not satisfied with the decision under Step 1, or if no decision has been rendered within five (5) working days after presentation of the grievance to the superior officer at Step 1, the aggrieved person may present his signed, written grievance to the Chief of Police, setting forth all the facts said person will rely upon, the contract provision involved, and the full remedy sought by such grievant. The Chief shall render his decision, in writing, within seven (7) working days after the presentation of the grievance to him.

Step 3. In the event that the aggrieved person is not satisfied with the decision of the Chief at Step 2, or in the event that no decision has been rendered by the Chief within seven (7) working days after presentation of the grievance to him, the signed, written grievance as set forth in Step 2 above shall be presented by the aggrieved person or the Union, on his behalf, to the Director of the Department of Public Safety. The Director shall render his decision, in writing, within seven (7) working days after the presentation of the grievance to him.

Step 4. In the event that the Union is not satisfied with the decision of the Director, the Union, on the grievant's behalf, has fifteen (15) working days in which to request binding arbitration.

(a) The Arbitrator shall be selected in accordance with the rules and regulations of the American Arbitration Association.

(b) The Arbitrator's decision shall be in writing and shall be issued not later than thirty (30) working days after the close of the arbitration hearing.

(c) The costs for the services of the Arbitrator shall be borne equally by the City and the Union. All other expenses incidental to and arising out of the arbitration shall be paid by the party incurring same.

(d) A grievance affecting a class of employees under Article I may be submitted by the Union on behalf of said group at Step 2 of the grievance procedure.

ARTICLE IX

RETENTION OF BENEFITS

Section 1. The provisions of all Statutes, Civil Service Rules and Regulations, Municipal Ordinances and Resolutions pertaining to part-time school crossing guards shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as if set forth herein at length.

ARTICLE X

SAVINGS CLAUSE

Section 1. In the event that any Federal or State legislation, governmental regulation or court decision causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect, and the parties shall renegotiate concerning any such invalidated provisions.

ARTICLE XI

RULES AND REGULATIONS

Section 1. The Employer may establish and enforce reasonable and just rules and regulations in connection with its operation of the part-time school crossing guards and maintenance of discipline.

Section 2. It is understood that employees shall comply with all such rules and regulations. Employees shall promptly and efficiently execute the instructions and orders of officers and superiors. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable or unjust, the employee or employees shall comply with the rule, regulation, order or instruction but with the further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in this Agreement.

Section 3. In the event that an employee or employees shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of an officer or other superior, the Employer shall have the right, at its option, to suspend or discharge the offending employee or employees, subject only to the right of the employee or employees to have the suspension or discharge treated as a grievance. This shall not operate as a stay of suspension or discharge.

ARTICLE XII

SICK LEAVE AND VACATIONS

Section 1. During each school year, crossing guards will be entitled to six (6) sick days and six (6) vacation days based on their normal hours of work each day. The scheduling of the vacation days to be taken off is to be determined by a pending arbitration.

ARTICLE XIII

DURATION

Section 1. This Agreement shall extend through December 31, 1976. Either party wishing to terminate, amend or modify such Agreement must so notify the other party in writing sixty (60) days prior to such expiration date. Within fifteen (15) days of the receipt of the notification by either party, a conference shall be held between the City and the Unit's negotiating committee for the purpose of such amendment, modification or termination of said Agreement.

Section 2. In the event neither party serves such written notice of desire or intention to terminate, amend or modify this Agreement on or before the aforementioned sixty (60) days prior to expiration of this Agreement, then the duration of this Agreement shall continue for one (1) additional year.

Section 3. The provisions of this Agreement requiring payment of any sum of money are subject to approval by the Municipal Council by ordinance. This Agreement is further subject to appropriations being available for any of the purposes hereinabove mentioned, and if not available, the City agrees to

exert its bona fide and lawful efforts to obtain such appropriations. The parties agree that the payment of new benefits or additional benefits will not commence until the date of ratification by the employees. This Agreement is also subject to the provisions of any state law, court decisions, statutes, civil service rules and regulations which shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers this
8th day of *December*, 1975.

Attest:

Frank X. [Signature]

CITY OF BAYONNE

By:

Will D. [Signature]

Attest:

Frank Warguerpan

AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES,
LOCAL 2261, COUNCIL #52

By:

Gerald E. Timoldi

By:

Thomas J. [Signature]

APPROVED AS TO FORM:

Dorothy Van Savage